

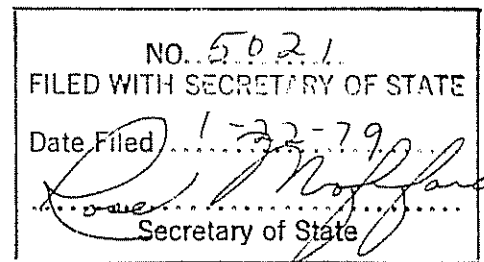
MAINTENANCE
INTERGOVERNMENTAL AGREEMENT

BETWEEN

THE STATE OF ARIZONA

AND

THE CITY OF YUMA



THIS AGREEMENT, entered into pursuant to Arizona Revised Statutes, Section 11-951 through 11-954, as amended, by and between the STATE OF ARIZONA, acting by and through the ARIZONA DEPARTMENT OF TRANSPORTATION, hereinafter called "STATE", and the CITY OF YUMA, hereinafter called "CITY",

WHEREAS, the STATE is empowered by Arizona Revised Statutes Section 28-108 to enter into this Agreement and the Director of the Arizona Department of Transportation has delegated to the undersigned his authorization to execute this Agreement on behalf of the STATE;

WHEREAS, the CITY is empowered by Arizona Revised Statutes Section 9-672 to enter into this Agreement, and acting by and through its duly elected governing body, has by that certain resolution attached hereto and incorporated herein as Exhibit "A" resolved to enter into this Agreement and has authorized the undersigned as its representative to execute the same on behalf of said CITY;

WHEREAS, for the safety and protection of the traveling public, it is necessary and desirable that certain operations and maintenance activities be provided on the State Highway System in the CITY. This work shall include, but not be limited to the operation and maintenance of traffic signals and/or

YUMA
highway lighting at the following locations:

B-8 and 1st St.	B-8 and 28th St.
B-8 and 3rd St.	B-8 and Catalina Dr.
B-8 and 8th St.	B-8 and Arizona Ave. (1E)
B-8 and Orange Ave.	US 95 and 1st Ave.
B-8 and 10th St.	US 95 and 24th St.
B-8 and 12th St.	US 95 and 20th St.
B-8 and 14th St.	US 95 and Ave. "B"
B-8 and 16th St.	US 95 and Ave. "A"
B-8 and 24th St.	US 95 and Arizona Ave.

NOW, THEREFORE, in consideration of the mutual covenants hereinafter to be kept by all parties, it is mutually agreed as follows:

1. The CITY shall set aside sufficient funds and be responsible for all electrical energy costs to operate the traffic signals and/or highway lighting.
2. The STATE shall set aside sufficient funds and be responsible for all operations and maintenance except electrical energy cost; the responsibility of the STATE includes monthly telephone charges for traffic signal interconnect circuits when utilized.
3. Any new installation or any betterment shall be based on a traffic engineering study, and the mutual involvements shall be negotiable.
4. THIS AGREEMENT shall remain in force and effect until midnight June 30, 1979, and shall thereafter be automatically renewed for successive periods of one (1) year, unless either party shall give notice in writing to the other not less than one (1) month nor more than three (3) months prior to the initial expiration date, or of any renewal date hereof, cancelling said Agreement. In event of such notification and upon expiration of the term during which notice is given, this Agreement shall thereupon become of no further force and effect.
5. It is understood that this Agreement will cancel and supersede any

previous Agreements for installation, maintenance, and betterment of traffic signals and/or highway lighting on those State Highways which traverse within the boundaries of the CITY.

6. It is understood that the list of locations set forth in this Agreement may be added to, or have deletions made, by Letter Addendum Exhibit "C", with all other conditions set forth remaining in effect.

7. It is understood that upon the termination of this Agreement for any cause whatsoever, all properties which are the subject matter of this Agreement are declared to be property of the Arizona Department of Transportation.

8. Any disposal of properties subject to this Agreement shall be in a manner as otherwise prescribed by law concerning the disposal of public property.

9. This Agreement shall be filed with the Secretary of State and shall become effective on the 1st day of July, 1978, but in no event prior to its being filed with the Secretary of State.

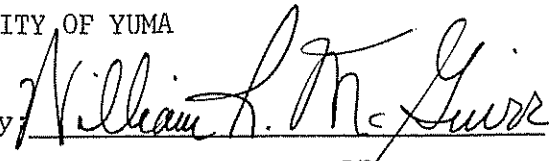
10. Attached to this Agreement and incorporated herein by reference is Exhibit "B" which is a copy of the written determination of the appropriate attorney that the CITY is authorized under the law of this State to enter into this Agreement and that it is in proper form.

IN WITNESS WHEREOF, the parties have executed this Agreement the day and year first written above.

STATE OF ARIZONA
ARIZONA DEPARTMENT OF TRANSPORTATION

By: 
Chief Deputy State Engineer

CITY OF YUMA

By: 
Title: ADMINISTRATOR

ATTEST:

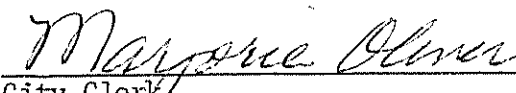

City Clerk

EXHIBIT "C"
LETTER ADDENDUM

In accordance with paragraph 6 of the Agreement for the operation and maintenance of traffic signals and/or highway lighting between the STATE OF ARIZONA and the CITY OF YUMA consummated on January 22, 1979 it is agreed by both parties that the following location(s) be added to or deleted from, the existing list of locations to be operated and maintained as set forth in said Agreement.

STATE OF ARIZONA
ARIZONA DEPARTMENT OF TRANSPORTATION

By: *J. B. West*
Chief Deputy State Engineer

CITY OF YUMA

By: *William L. McGinnis*
Title: ADMINISTRATOR

ATTEST:

Margaret Oliver
City Clerk

Date Signed: 12/14/78

RESOLUTION NO. 2090

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF YUMA, ARIZONA, AUTHORIZING AND DIRECTING THE CITY ADMINISTRATOR AND CITY RECORDER TO EXECUTE AN AGREEMENT BY AND BETWEEN THE CITY AND THE STATE OF ARIZONA, BY AND THROUGH THE ARIZONA DEPARTMENT OF TRANSPORTATION, FOR OPERATION AND MAINTENANCE OF TRAFFIC SIGNALS.


The City Council of the City of Yuma do resolve as follows:

SECTION 1. That the City of Yuma enter into an agreement with the State of Arizona for certain operations and maintenance activities of traffic signals on the State Highway System within the City of Yuma.

SECTION 2. That the City Administrator and City Recorder be, and hereby are, authorized and directed to execute said agreement for and on behalf of the City of Yuma.


PASSED AND ADOPTED this 15th day of November, 1978.

APPROVED:



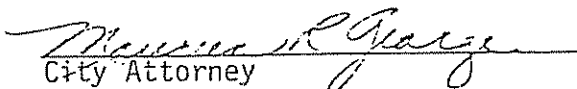
Mayor

ATTEST:



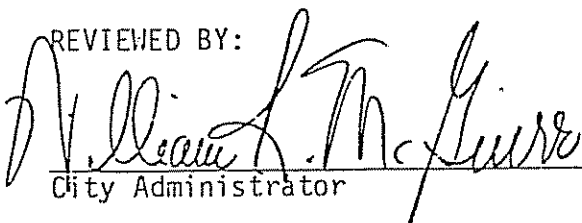
City Recorder

APPROVED AS TO FORM:



City Attorney

REVIEWED BY:



City Administrator

AMENDMENT I

The Maintenance Agreement between The Arizona Department of Transportation and The City of Yuma is Amended to include the following:

"All parties are hereby put on notice that this contract (Agreement) is subject to cancellation by the Governor pursuant to Arizona Revised Statutes, Section 38-511."

ARIZONA DEPARTMENT OF TRANSPORTATION

By J. B. Montz

Title Chief Deputy State Engr.

Date Dec. 19, 1978

CITY OF YUMA

By William R. M. Guire

Title ADMINISTRATOR

Date December 14, 1978



OFFICE OF THE
Attorney General
1801 WEST JEFFERSON STREET
FOURTH FLOOR
PHOENIX, ARIZONA 85007

Sec. of State # 5021
A.G. # 78-949
Date Filed 1/22/79

John A. LaSota, Jr.
~~XXXXXXXXXXXX~~
ATTORNEY GENERAL

INTERGOVERNMENTAL AGREEMENT

DETERMINATION

A. G. Contract No. 78-949 which is an agreement between public agencies has been reviewed pursuant to A.R.S. § 11-952, as amended, by the undersigned Assistant Attorney General who has determined that it is in proper form and is within the powers and authority granted to the State or its agencies under the laws of the State of Arizona.

No opinion is expressed as to the authority of the remaining parties, other than the State or its agencies, to enter into said contract.

DATED this 24 day of December, 1978.

JOHN A. LaSOTA, JR.
The Attorney General

A handwritten signature in cursive script, reading "Peter C. Gulatto".

PETER C. GULATTO
Assistant Attorney General